

2016 053839

2016 AUG -8 AM 10:26

MICHAEL J. BROWN
RECORDER

This Document Prepared By:
JESSICA VANWINKLE
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

When recorded mail to: #10340786
First American Title [Barcode] 1 Recorded Return To:
Loss Mitigation Title Services 12106-1 n Modification Solutions
P.O. Box 27670 !0 El Camino Real
Santa Ana, CA 92799 ne, CA 92602
RE: SEBERGER - PROPERTY REPORT 97323-6165

tax/Parcel #: 451513328016000041

[Space Above This Line for Recording Data]

Original Principal Amount: \$136,507.00
Unpaid Principal Amount: \$116,469.18
New Principal Amount: \$114,205.43
New Money (Cap): \$3,736.25

150278772

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this 17TH day of FEBRUARY, 2016, between COREY W SEBERGER, A SINGLE MAN ("Borrower"), whose address is 5718 WEST 122ND PLACE, CROWN POINT, INDIANA 46307 and U.S. BANK N.A. ("Lender"), whose address is 4801 FREDERICA ST, OWENSBORO, KY 42301 amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated AUGUST 26, 2004 and recorded on SEPTEMBER 27, 2004 in INSTRUMENT NO. 2004 83148, LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$136,507.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at 5718 WEST 122ND PLACE, CROWN POINT, INDIANA 46307

24.
3 Refs
Clc- 15286743
1.00 over

the real property described is located in LAKE COUNTY, INDIANA and being set forth as follows:

LOT 14 IN SLEEPY HOLLOW UNIT NO 3, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 36 PAGE 40, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **FEBRUARY 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$114,205.43**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$3,736.25** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.1250%**, from **FEBRUARY 1, 2016**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$553.50**, beginning on the **1ST** day of **MARCH, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **FEBRUARY 1, 2046** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law Rachel M Fuiks
[Printed Name]



In Witness Whereof, I have executed this Agreement.

Corey W Seberger
Borrower: COREY W SEBERGER

3-1-16
Date

Borrower: _____

Date _____

Borrower: _____

Date _____

Borrower: _____

Date _____

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA,
COUNTY OF Lake

Before me, the undersigned, a Notary Public, in and for said County and State,
this 1st day of March, 2016, personally appeared COREY W SEBERGER, said person being over the age of 18 years, and acknowledged the execution of the foregoing instrument

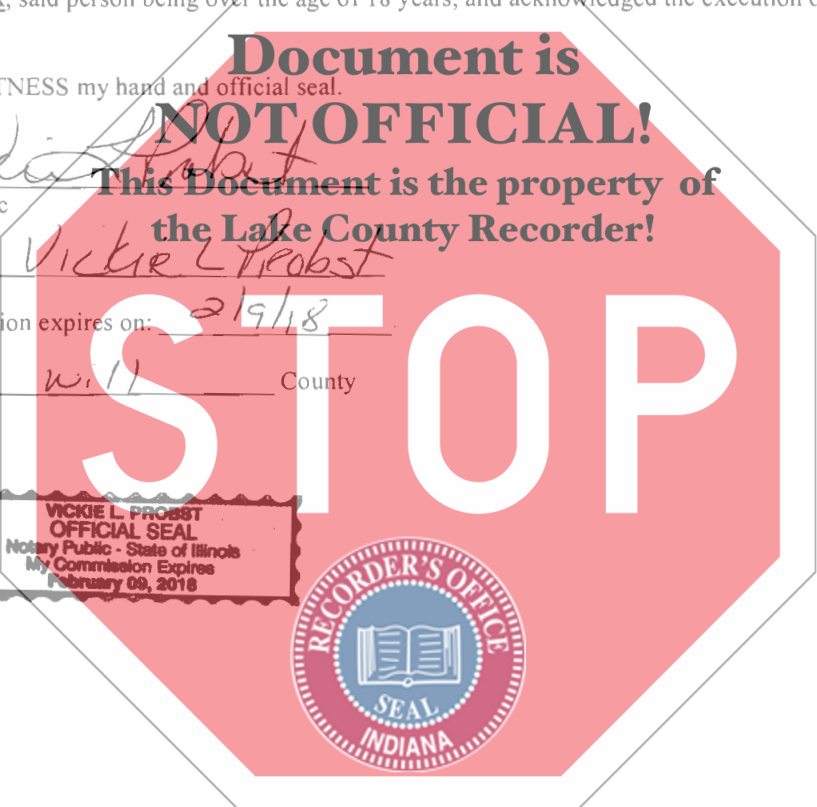
WITNESS my hand and official seal.

Vickie L Probst
Notary Public

Print Name: Vickie L Probst

My commission expires on: 2/19/18

Residing in Will County



In Witness Whereof, the Lender have executed this Agreement.

U.S. BANK N.A.

By RACHEL M. FULKS (print name)
Mortgage Document Officer (title)

3/10/14 Date

_____[Space Below This Line for Acknowledgments]_____

LENDER ACKNOWLEDGMENT

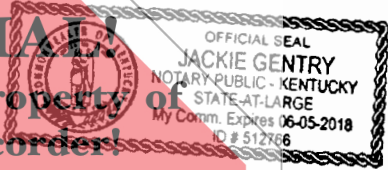
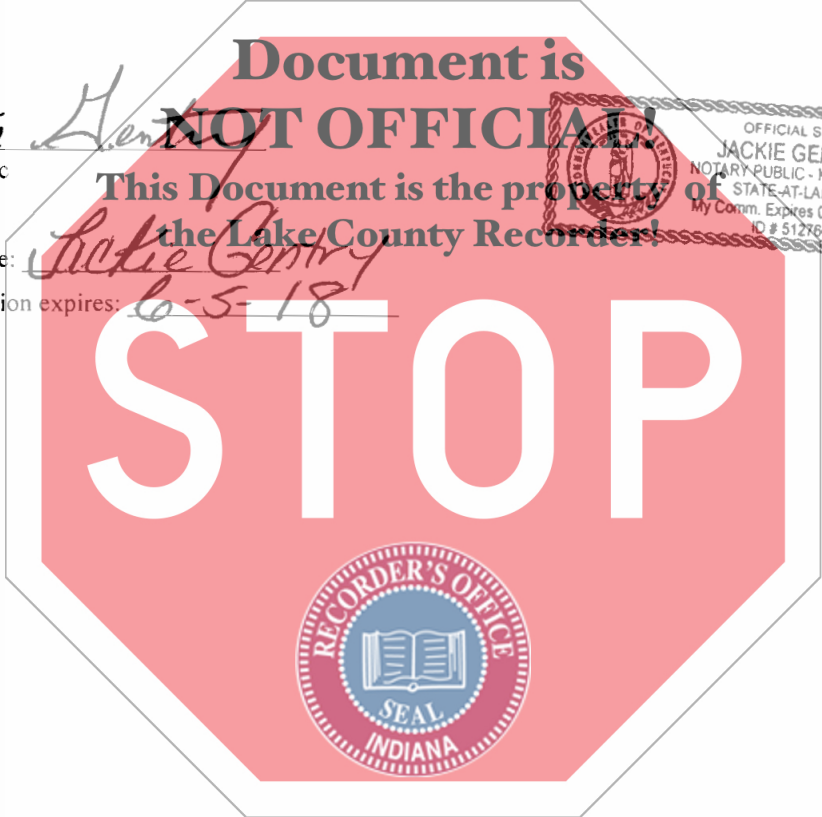
STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 3-10-16 by
RACHEL M. FULKS, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
a Federally Chartered, on behalf of said national association.
Banking Association

Jackie Gentry
Notary Public

Printed Name: Jackie Gentry
My commission expires: 6-5-18



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **COREY W SEBERGER, A SINGLE MAN** to **SPECTRUM MORTGAGE SERVICES, LLC** for **\$136,507.00** and interest, dated **AUGUST 26, 2004** and recorded on **SEPTEMBER 27, 2004** in **INSTRUMENT NO. 2004 83148**. Mortgage tax paid: \$

This mortgage was assigned from **SPECTRUM MORTGAGE SERVICES, LLC** (assignor), to **U.S. BANK, N.A.** (assignee), by assignment of mortgage dated **AUGUST 26, 2004** and recorded on **SEPTEMBER 27, 2004** in **INSTRUMENT NO. 2004 83149**.

